

**COST-REIMBURSEMENT WITH A  
GOVERNMENT AGENCY (CRGA) CONTRACT**

This Contract is between the Government Agency (identified below) and the California Institute of Technology, Jet Propulsion Laboratory ("the Institute" or "JPL"), and is awarded pursuant to the Prime Contract between the Institute and NASA, and shall be administered in accordance with the following Articles:

**Government Agency Name  
and Address:**

**For Work Described In:** Article 1. STATEMENT OF WORK AND DELIVERY INSTRUCTIONS

**Effective Start Date:** (TBD – upon full execution)

**Cost Summary:**

**Estimated Cost:** \$

**Total Amount Allotted:** \$

----- POINTS OF CONTACT -----

	<u>Name</u>	<u>Phone No.</u>	<u>FAX No.</u>
<b>Government Agency:</b>			
<b>Administrative</b>			
<b>Technical Manager</b>			
<b>JPL:</b>			
<b>Administrative</b>	Margaret Cooper	818-354-2889	818-393-3171
<b>Technical Manager</b>		818-	818-

**The below parties have agreed to the Contract's terms and conditions and to the effective start date.**

**CALIFORNIA INSTITUTE OF TECHNOLOGY  
JET PROPULSION LABORATORY**

By: \_\_\_\_\_  
Signed

By: \_\_\_\_\_  
Signed

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Typed Title and Mail Stop

\_\_\_\_\_  
Typed Title

Pursuant to JPL NASA Prime Contract Task Order No.

, Amendment No.

**ARTICLES****ARTICLE I. STATEMENT OF WORK AND DELIVERY INSTRUCTIONS**

(A) *TO BE DETERMINED AFTER RECEIPT OF PROPOSALS*

**PERFORMANCE OR DELIVERY  
COMPLETE ON OR BEFORE**

(B) The Period of Performance will not go beyond September 28, 2003.

(C) JPL shall:

(1)

(2)

(3)

**ARTICLE II. ALLOWABLE COSTS AND PAYMENT**

(a) Estimated Cost: \$

(b) Total Authorized Advance Payment Amount: \$

The Total Authorized Advance Payment Amount specifies the amount presently allotted to this Contract or advance payments by the Institute. When this amount is less than the full estimated cost to the Institute specified in paragraph (a), the parties contemplate that the Institute will incrementally increase the Total Authorized Advance Payment Amount for the Contract up to the full estimated cost. The Contractor agrees to perform, or have performed, work on the Contract up to the Total Authorized Advance Payment Amount allotted by the Institute to the Contract.

(c) Advance Payment:

(1) The Contractor shall receive the Total Authorized Advance Payment Amount as described in paragraph (b) before beginning work.

(2) (This paragraph (c)(2) shall be applicable until such time as an amount equal to the total estimated cost set forth in paragraph (a) is allotted to this Contract as set forth in paragraph (b) "Total Authorized Advance Payment Amount", and thereafter inapplicable, unless and until the amount allotted to the Contract as set forth in paragraph (b) once again becomes less than the total estimated cost set forth in paragraph (a).)

If the estimated period of performance exceeds 90 days or the estimated cost exceeds \$25,000, the Institute shall, with the Contractor's approval, effect advance payment incrementally via a Supplemental Agreement. In such a case, the Contractor shall initially invoice the Institute in an amount sufficient to

permit the work to proceed for 120 days and thereafter invoice the Institute monthly, up to the Total Authorized Advance Payment Amount above in paragraph (b), so as to maintain approximately a 90-day period that is paid in advance. In no event however, shall the Institute advance pay an amount which exceeds the Total Authorized Advance Payment Amount stated in paragraph (b) above.

(d) Costs:

The Contractor has no obligation to continue or complete performance of the work at a cost in excess of its total received advance payment(s). The Contractor will provide notice as soon as reasonably practicable to the Institute if the actual cost to complete performance will exceed the estimated cost as stated above in paragraph (a). The Institute's cost responsibility shall not exceed the total amount of payment(s) advanced by the Institute under this Contract as described above in paragraph (c) Advance Payment.

If the Total Authorized Advance Payment Amount is increased, any costs the Contractor incurs before the increase that are in excess of the previous Total Authorized Advance Payment Amount shall be payable to the same extent as if incurred after such increase in the Total Authorized Advance Payment Amount unless the Institute issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

Directions, orders, notices, requests and the like issued by the Institute shall not be considered an authorization to exceed the total amount of payment(s) advanced by the Institute under this Contract as described above in paragraph (c) Advance Payment, in the absence of a statement in a Modification to this Contract increasing the total amount of payment(s) advanced by the Institute.

(e) Pre-contract Costs:

There shall be no allowance for costs incurred prior to the effective date of this Contract.

(f) Invoice Requirements:

Mail an original and two copies of the invoice to the attention of:

Jet Propulsion Laboratory  
Attn: Margaret Cooper, M/S 201-203  
4800 Oak Grove Drive  
Pasadena, CA 91109

(g) Payment:

Upon JPL approval of a Contractor-submitted advance payment invoice which references the contract number a check shall be issued by the California Institute of Technology for payment. Payment shall be made directly to the Contractor in accordance with billing instructions.

(h) Excess Funds:

The Contractor shall promptly reimburse the Institute for any unexpended funds upon termination or completion of this Contract, or shall provide to the Institute a letter affirming that no excess funds exist.

If in the performance of this Contract, the Contractor contracted or subcontracted any of the effort, the Contractor should follow appropriate closeout procedures prior to determining whether any unexpended funds exist. Furthermore, the Contractor shall provide to the Institute a letter affirming that appropriate closeout procedures have been performed.

### ARTICLE III. SPECIAL PROVISIONS

(a) Termination

Performance of work under this Contract may be terminated at any time by either Party, without liability, upon giving a thirty-day written notice to the other Party. The Contractor shall terminate this Agreement only when such termination is in the best interest of the Government, provided however, that the

Contractor shall have the right to terminate if the Institute shall have failed to advance the funds required by Article II within 90 days of the Contractor's execution of this Contract. In the event of termination, the Institute shall be responsible for the Contractor's costs (including close-out costs), through the effective date of termination, but in no event shall the Institute's cost responsibility exceed the total amount of advance payments as described in Article II paragraph (c) "Advance Payment".

(b) Property

Unless the Parties otherwise agree in writing, all equipment produced or acquired with funds provided by the Institute, shall be disposed of as instructed by the Institute. Any property which becomes integrated into the facility of the Contractor shall become the property of the Contractor.

(c) Export Control

Each party is responsible for its own compliance with laws and regulations governing export control.